



## Ocean Springs School District Invitation to Submit RFQ-No Price

### Aquaculture Equipment SY20

The Ocean Springs Board of Education invites you to participate in a RFQ-Request for Qualifications, by submitting a proposal for aquaculture equipment. This will be a reverse auction bidding process. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting [www.ossdms.org](http://www.ossdms.org) or [www.centrauctionhouse.com](http://www.centrauctionhouse.com) or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at [www.centrauctionhouse.com](http://www.centrauctionhouse.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of proposals is not required, but is encouraged.

#### Bid & Implementation Timeline:

Posting of Bid Notice to the State Bid Bank	7/30/2019
First Publication of the Bid Notice by the Newspaper	7/31/2019
Second Publication of the Bid Notice by the Newspaper	8/7/2019
Bidder Specification Response Form Return Deadline	8/20/2019, 2:00 PM CST
Email to Qualified Bidders	8/23/019
Reverse Auction Start	8/30/2019, 10:00 AM CST
Recommendation to the BOT	9/10/2019

RFQ's may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, ATTN: Purchasing. RFQ submissions are to be in a sealed envelope clearly marked: **RFQ-Aquaculture Equipment SY20** and returned no later than 2:00 PM CST, August 20, 2019 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. Late submissions will not be accepted. The Board reserves the right to reject any and all submissions either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. Bids to remain firm for ninety days.

### Purpose and Need

The purpose for this bid is to furnish aquaculture equipment for new greenhouse structures that are being built at the Ocean Springs High School campus.

## Instructions to Bidders and Bid Conditions

- RFQ's are due and will be opened at 2:00 PM CST, Tuesday, August 20, 2019 in the Business Office of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564. RFQ's may also be submitted electronically at [www.centralauctionhouse.com](http://www.centralauctionhouse.com). Paper submissions are to be submitted in sealed envelopes, clearly marked: **RFQ-Aquaculture Equipment SY20**.
- Vendors who are deemed qualified to participate in a reverse auction will be notified August 23, 2019 via email.
- Reverse Auctions will begin August 30, 2019, 10:00 AM CDT.
- The Board reserves the right to reject any and all submissions either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. Bids to remain firm for ninety days.
- The Ocean Springs School District may terminate the contract, in whole or in part; in the event funding is either in proration or otherwise no longer available.
- Any questions should be emailed to Purchasing, Amy Armata, [aarmata@ossdms.org](mailto:aarmata@ossdms.org), and copied to Bryan Butler, [bbutler@ossdms.org](mailto:bbutler@ossdms.org). Answers to questions will be posted as memos on the following websites: [www.ossdms.org](http://www.ossdms.org) and at [www.centralauctionhouse.com](http://www.centralauctionhouse.com).
- Ocean Springs School District is exempt from Mississippi sales tax and most Federal taxes. Exemption certification information appears on all purchase orders issued by the District.
- Any licenses or permits that may be required to perform any of the work or provide any equipment anticipated by this request for proposals shall be obtained by and at the expense of the service provider. Evidence of any required licenses or permits shall be provided to the School District upon request. Any fines or penalties levied by any governmental entity for conduct by the service provider in connection with the work contemplated by this request for bids shall be paid for by the service provider.
- This project will be a deliverable based engagement.
- Equipment must be shipped FOB to the Ocean Springs School High School located at 6701 Old Spanish Trail, Ocean Springs, MS 39566.

### **Each bidder must meet all of the following minimum standards:**

- Authorized sales and/or Service Company for each and every product bid. No bidder may offer for sale any product they are not authorized and approved by the manufacturer to sell and/or service.
- Equipment of like standards or specification may be substituted in the bid, but must meet or exceed the specifications listed in the scope of work. If a substitution is made, detailed specifications should be shown for the equipment.

**Specification Response Form:** The purpose of the Specification Response Form is to provide you with the detailed specifications that we require, instructions for proposing substitute equipment, submitting referral information and outlining terms and conditions. With the Specification Response Form, we determine beforehand if you meet the specifications. If you do, you then can bid, through the auction process, on the equipment and services you proposed within the Specification Response Form.

**Reverse Auction Process:** This process is where you register with Central Bidding at least 5 days prior to the reverse auction to receive credentials and go online and place your bid for the equipment and services you proposed in the Specification Response Form.

**Timing of the Reverse Auction and anti-snipping:** The reverse auction will open at 10:00 AM CDT with the bidding window set to 20 minutes. If a bid is made anytime within the last 5 minutes of the window, the window will automatically expand another full 5 minutes and continue to expand by a full 5 minutes for every subsequent bid placed until five minutes have expired without a bid.

# STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

**1. Purchases:** Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet/s.

**2. Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

**3. Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

**4. Warranty and Price:** The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

**6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

**7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

**8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

**9. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**10. Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

**11. Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

**12. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitees") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

**13. Assignment Delegation:** No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

**14. Waiver:** No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

**15. Modifications:** The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

**16. Modification to Specifications:** Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

**17. Non-Resident Vendors:** Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

**18. Applicable Law:** This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

**19. Interpretation Evidence:** The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

**20. E-Verify Program:** Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**21. Venue:** Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

**22. Payments:** No partial payments will be given for services/products until the job/order is complete.

## Aquaculture Equipment Specifications Response Form

The brands specified are for example only. If the equipment you choose to bid on is not the brand specified, please note it on your response sheet and supply a specification sheet of the brand you are bidding.

Bid must provide equipment with these specifications or higher.

### REFURBISHED EQUIPMENT IS NOT ACCEPTABLE

Bidders must obtain prior approval of brands if not bidding specified items. Any and all variances in construction, design, performance, and accessories from the item specified must be submitted via email to [aarmata@osdms.org](mailto:aarmata@osdms.org)

Quantity	Item Description	Preferred Item
14	Fiberglass Fish Farm w/ Window 2'x2' , 400 gallon	Pentair FF50-3W2
3	Siphon assembly for fiberglass fish farm	Pentair 50SA
4	Fiberglass Trough 96"x48"x12", 240 gallon	Pentair FT240L2
20	Monorail Nets Aluminum 1/4" mesh 16"x16" frame, 12" bag	Pentair DN31RD
10	Linear Piston Air Pumps-115V, 60HZ rated for outdoor use	Pentair SL88
12	Food Dense Culture 50 pounds 4.8mm floating	FD-2
76	SeaSalt-150 gal mix Proper PH balance, Chlorine remover, no additives	Pentair Part CM2-AQ
8	Canister Filters for 100 gallon system	Fluval 307
10	Diffusers 3x3 with 1/4" air supply connection	ASW88S

**OCEAN SPRINGS SCHOOL DISTRICT  
OCEAN SPRINGS, MISSISSIPPI**

**RFQ-Aquaculture Equipment SY20**

**By submitting this proposal we acknowledge and accept all terms and conditions and addenda, if posted.**

My proposal includes the exact equipment specified in this RFQ: Y\_\_\_\_\_ N\_\_\_\_\_

If no, please attach a copy of the specifications that you are proposing as well as an explanation of why the proposed equipment would better suit the District's needs.

How do you intend to submit your Reverse Auction bid, electronically or by paper?

\_\_\_\_\_. If you intend to attend the reverse auction and submit a paper bid you will need to be at the OSSD Central Office located at 2300 Government Street, Ocean Springs, MS 39564, at least 2 hours prior to the reverse auction start time. Additional registration documents must be completed at least 5 days prior to the start of the reverse auction and will be supplied by the OSSD or Central Bidding.

**References: #1**

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone Number:	

**References: #2**

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone Number:	

**BID SUBMITTED BY:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Mailing Address of Company

\_\_\_\_\_  
Typed Name and Position of Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address